



Docket No.: 271905US20

COMMISSIONER FOR PATENTS  
ALEXANDRIA, VIRGINIA 22313



ATTORNEYS AT LAW

RE: Application Serial No.: 09/878,824  
Applicants: Fengmin GONG, et al.  
Filing Date: June 11, 2001  
For: INTRUSION TOLERANT SERVER SYSTEM  
Group Art Unit: 2136  
Examiner: Parthasarathy, P.

SIR:

Attached hereto for filing are the following papers:

**GENERAL POWER OF ATTORNEY TO PROSECUTE APPLICATIONS  
BEFORE THE UNITED STATES PATENT AND TRADEMARK OFFICE  
CHANGE OF CORRESPONDENCE ADDRESS APPLICATION  
STATEMENT UNDER 37 CFR 3.73(b)  
ASSIGNMENTS (COPIES)**

Our credit card payment form in the amount of \$0.00 is attached covering any required fees. In the event any variance exists between the amount enclosed and the Patent Office charges for filing the above-noted documents, including any fees required under 37 C.F.R. 1.136 for any necessary Extension of Time to make the filing of the attached documents timely, please charge or credit the difference to our Deposit Account No. 15-0030. Further, if these papers are not considered timely filed, then a petition is hereby made under 37 C.F.R. 1.136 for the necessary extension of time. A duplicate copy of this sheet is enclosed.

Respectfully submitted,

OBLON, SPIVAK, McCLELLAND,  
MAIER & NEUSTADT, P.C.

Eckhard H. Kuesters

Registration No. 28,870

Customer Number

**22850**

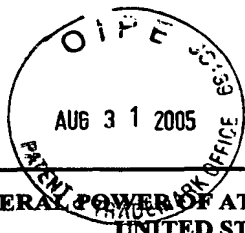
(703) 413-3000 (phone)

(703) 413-2220 (fax)

I:\ATTY\RAR\POWER OF ATTORNEYS\271905USCVRLTR.DOC

Ronald A. Rudder, Ph.D.

Registration No. 45,618



**GENERAL POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE  
UNITED STATES PATENT AND TRADEMARK OFFICE**

I hereby appoint:

☒ Practitioners associated with the Customer Number

**22850**

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

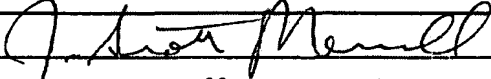
Assignee Name and Address:

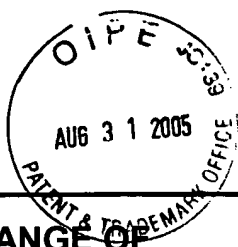
Research Triangle Institute  
3040 Cornwalls Road  
Research Triangle Park, NC 27709

A statement under 37 CFR 3.73(b) is attached.

**SIGNATURE OF ASSIGNEE OF RECORD**

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Signature		Date: 6/22/05
Name	J. Scott Merrell	Telephone: 919 541-6501
Title	Senior Vice President, Secretary and Chief Legal Officer	



**CHANGE OF  
CORRESPONDENCE ADDRESS  
Application**

Address to:  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Application Number	09/878,824
Filing Date	June 11, 2001
First Named Inventor	Fengmin GONG, et al.
Art Unit	2136
Examiner Name	Parthasarathy, P.
Attorney Docket Number	271905US20

Please change the Correspondence Address for the above-identified patent application to:

☒ The address associated with Customer Number:

**22850**

I am the:

- ☐ Applicant/Inventor.
- ☐ Assignee of record of the entire interest.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)
- ☒ Attorney or agent of record. Registration Number 45,618.
- ☐ Registered practitioner named in the application transmittal letter in an application without an  
Executed oath or declaration. See 37 CFR 1.33(a)(1). Registration Number \_\_\_\_\_.

Signature

*Ronald A. Rudder*

Typed or Printed Name

Ronald A. Rudder, Ph.D.

Date

*8/31/05*

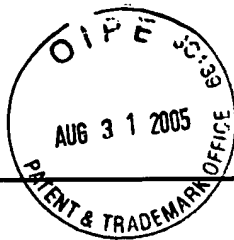
Telephone

703-412-7033

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

☒ \*Total of 1 forms are submitted.

I:\ATTY\RAR\POWER OF ATTORNEYS\271905USADDRESS.DOC



**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Fengmin GONG, et al.

Application No./Patent No.: 09/878,824

Filed/Issue Date: June 11, 2001

Entitled: INTRUSION TOLERANT SERVER SYSTEM

Research Triangle Institute, a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, government agency, etc.)

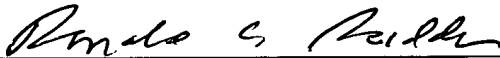
States that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.

The extent (by, percentage) of its ownership interest is \_\_\_\_\_%

in the patent application/patent identified above by virtue of an assignment from the inventor(s) of the patent application/patent identified above. A copy of the assignment is attached.

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.



Signature

8-30-05

Date

Ronald A. Rudder, Ph.D.

Printed or Typed Name

703-412-7033

Telephone Number

45,618

Registration Number

COPY ONLY  
NOT FOR RECORDATION

EXECUTION COPY

## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), dated as of the 11<sup>th</sup> day of March, 2005, is made by and between MCNC RESEARCH & DEVELOPMENT INSTITUTE, a North Carolina nonprofit corporation ("Seller"), to RESEARCH TRIANGLE INSTITUTE, a North Carolina nonprofit corporation ("Buyer").

## Statement of Purpose

Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of February 8, 2005, (the "Purchase Agreement") providing, among other things, for the assignment by Seller to Buyer of all of Seller's right, title and interest in and to the Intellectual Property Assets (as such term is defined in the Purchase Agreement). The parties hereto desire to provide for the assignment of such right, title and interest in and to certain patents in accordance with the terms of the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties intending to be legally bound agree as follows:

1. Patent Ownership. Seller represents that it is the owner of the patents and patent applications set forth on Schedule 1 hereto and hereby made a part hereof (the "Patent Rights"):
2. Patent Assignment. Seller does hereby sell, assign and transfer unto Buyer, its successors, assigns and legal representatives, the entire right, title and interest in all the Patent Rights, the inventions described and claimed therein, including any applications or provisional applications now or hereafter filed in any jurisdiction worldwide, including any reissues, divisionals, continuations, continuations-in-part, extensions or foreign counterparts of the Patent Rights heretofore or hereafter granted, any and all letters patent which may be granted therefor, together with all claims for damages in any applicable jurisdiction by reason of past, present, or future infringement thereof, with the right to sue for, and collect the same for its own use and enjoyment, the same to be held and enjoyed by Buyer for its own use, and the use of Buyer's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made. At Buyer's request and expense, Seller agrees further to cooperate with Buyer in any suit or process for dispute resolution, based on claims the Patent Rights assigned herein have been infringed.
3. Cooperation. At Buyer's request and expense, Seller covenants that it will cooperate with Buyer in perfecting any interests in the Patent Rights. To carry out in good faith the intent and purpose of this Assignment and to facilitate prosecution and enforcement of the Patent Rights in all countries in the world, the Seller will execute, and shall use its best efforts to have inventors execute when needed, all appropriate oaths, declarations, assignments, powers of attorney and other documents.

[Signatures appear on the following page.]

BEST AVAILABLE COPY

IN WITNESS WHEREOF, Seller has caused this PATENT ASSIGNMENT to be executed and delivered by its duly authorized representative as of the date first set forth above.

**MCNC RESEARCH & DEVELOPMENT INSTITUTE**

By: \_\_\_\_\_

Name: John W. Cambier  
Title: Treasurer

County of Durham  
State of North Carolina

On this 11<sup>th</sup> day of March, 2005, personally appeared before me, John W. Cambier, to me known and known to me to be the person aforesaid, who duly acknowledged the signing of the foregoing instrument to be his voluntary act and deed, and as Treasurer (title) of MCNC Research & Development Institute did execute the same for the uses and purposes therein set forth.

(Seal)

Virginia D. Danner  
Notary Public

**SCHEDULE 1**

**Patent Rights**

401118792 00667031

Patent Assignment - Schedule 1  
MCNC-RDI ACTIVE U.S. CASES

Family No.	Matter No.	App. No.	Filing Date	Pat. No.	Issue Date	Status	Title
066625-0011	0011	10/435,047	5/12/2003			Pending	COMMUNICATION SYSTEM WITH ADAPTIVE CHANNEL CORRECTION
066625-0012	0012	10/184,345	6/27/2002			Published	MEMS ELECTROSTATICALLY ACTUATED OPTICAL DISPLAY DEVICE AND ASSOCIATED ARRAYS
066625-0013	0013	09/878,824	6/11/2001			Published	INTRUSION TOLERANT SERVER SYSTEM
066625-0015	0015	09/889,557	10/12/2000	6680788	1/20/2004	Granted	SCANNING APPARATUS AND ASSOCIATED METHOD
066625-0016	0016	10/185,338	8/28/2002	6617643	9/9/2003	Granted	LOW POWER TUNNELING METAL-OXIDE SEMICONDUCTOR (MOS) DEVICE
066625-0017	0017	10/334,985	12/31/2002			Published	THREE DIMENSIONAL MULTIMODE AND OPTICAL COUPLING DEVICE
066625-0018	0018	10/321,348	12/17/2002			Published	IMPEDANCE CONTROL DEVICES FOR USE IN THE TRANSITION REGIONS OF ELECTROMAGNETIC AND OPTICAL CIRCUITRY AND METHODS FOR USING THE SAME
066625-0019	0019	10/437,091	5/13/2003			Pending	VISUAL DISPLAY WITH INCREASED FIELD OF VIEW
066625-0020	0020	10/170,714	6/12/2002	6763156	7/13/2004	Granted	FLEXIBLE OPTOELECTRONIC CIRCUIT AND ASSOCIATED METHOD
066625-0023	0023	10/160,952	5/31/2002			Published	SAMPLE ANALYSIS DEVICE HAVING A EUCENTRIC GONIOMETER AND ASSOCIATED METHOD
066625-0024	0024	10/044,316	1/11/2002			Published	USER-EXECUTABLE METHOD FOR COMPLEX MODEL DATA ANALYSIS AND ASSOCIATED SYSTEM, COMPUTER DEVICE, AND COMPUTER SOFTWARE PROGRAM PRODUCT
066625-0054	0028	10/447,820	5/29/2003			Published	ELECTROMAGNETIC RADIATION DETECTORS HAVING A MICROELECTROMECHANICAL SHUTTER DEVICE
066625-0029	0029	07/398,772	8/25/1999	5043988	8/27/1991	Granted	METHOD AND APPARATUS FOR HIGH PRECISION WEIGHTED RANDOM PATTERN GENERATION
066625-0030	0030	07/324,247	3/15/1999	4821157	5/11/1990	Granted	FLUXLESS SOLDERING PROCESS
066625-0042	0042	10/166,921	6/11/2002			Published	INTRUSION TOLERANT COMMUNICATION NETWORKS AND ASSOCIATED METHODS
066625-0043	0043	10/227,089	8/23/2002			Published	THROUGH-VIA VERTICAL INTERCONNECTS, THROUGH-VIA HEAT SINKS AND ASSOCIATED FABRICATION METHODS
066625-0044	0044	10/288,424	10/10/2002			Pending	OPTICAL-INCLUSIVE DWDM LOCAL AREA NETWORK
066625-0050	0050	09/448,080	11/23/1999	6359374	3/19/2002	Granted	MINIATURE ELECTRICAL RELAYS USING A PIEZOELECTRIC THIN FILM AS AN ACTUATING ELEMENT
066625-0051	0051	09/626,725	7/25/2000	6458420	9/24/2002	Granted	MICROELECTROMECHANICAL ELEVATING STRUCTURES
066625-0052	0052	09/557,533	4/25/2000	6392355	5/21/2002	Granted	CLOSED-LOOP COLD CATHODE CURRENT REGULATOR
066625-0053	0053	09/694,835	10/23/2000	6377438	4/23/2002	Granted	HYBRID MICROELECTROMECHANICAL SYSTEM TUNABLE CAPACITOR AND ASSOCIATED FABRICATION METHODS
066625-0054	0054	09/834,825	4/13/2001	6586738	7/11/2003	Granted	ELECTROMAGNETIC RADIATION DETECTORS HAVING A MICROELECTROMECHANICAL SHUTTER DEVICE
066625-0055	0055	10/041,861	1/7/2002	6520849	2/18/2003	Granted	IMAGE PROJECTION DEVICE AND ASSOCIATED METHOD
066625-0056	0056	10/045,356	10/23/2001	6545329	4/8/2003	Granted	HIGH SENSITIVITY POLARIZED-LIGHT DISCRIMINATOR DEVICE
066625-0057	0057	10/076,186	2/14/2002	6492781	12/10/2002	Granted	CLOSED-LOOP COLD CATHODE CURRENT REGULATOR
066625-0058	0058	08/247,562	5/23/1994	5434484	7/18/1995	Granted	UNIDIRECTIONAL SUPPORTING STRUCTURE FOR MICROELECTROMECHANICAL TRANSDUCERS
066625-0059	0059	08/228,116	4/15/1994	5453861	9/28/1995	Granted	THIN FILM FERROELECTRIC FLAT PANEL DISPLAY DEVICES, AND METHODS FOR OPERATING AND FABRICATING SAME
066625-0060	0060	09/155,020	11/19/1993	5407121	4/18/1995	Granted	FLUXLESS SOLDERING OF COPPER
066625-0062	0062	09/461,001	8/31/1995	5740258	4/14/1998	Granted	ACTIVE NOISE SUPPRESSORS AND METHODS FOR USE IN THE EAR CANAL
066625-0063	0063	09/828,548	4/1/2001	6593833	7/15/2003	Granted	TUNABLE MICROWAVE COMPONENTS UTILIZING FERROELECTRONIC AND FERROMAGNETIC COMPOSITE DIELECTRICS AND METHODS FOR MAKING SAME
066625-0066	0066	09/464,010	12/15/1999	6373582	4/16/2002	Granted	ELECTROSTATICALLY CONTROLLED VARIABLE CAPACITOR

3/11/2005

MWE/JWC



Patent Assignment - Schedule I  
MCNC-RDI ACTIVE U.S. CASES

Family No.	Matter No.	App. No.	Filing Date	Pat. No.	Issue Date	Status	Title
066625-0087	0087	09/02,082	10/30/2000	6396620	5/28/2002	Granted	ELECTROSTATICALLY ACTUATED ELECTROMAGNETIC RADIATOR SHUTTER
066625-0088	0088	09/320,891	5/27/1999	6236491	5/22/2001	Granted	MICROMACHINED ELECTROSTATIC ACTUATOR WITH AIR GAP
066625-0089	0089	09/042,836	3/17/1998	6137623	10/24/2000	Granted	MODULATABLE REFLECTORS AND METHODS FOR USING SAME
066625-0070	0070	09/661,997	9/14/2000	8590267	7/8/2003	Granted	MICROELECTROMECHANICAL FLEXIBLE MEMBRANE ELECTROSTATIC VALVE DEVICE AND RELATED FABRICATION METHODS
066625-0089	0071	09/638,141	8/10/2000	6233088	5/15/2001	Granted	MODULATABLE REFLECTORS AND METHODS FOR USING SAME
066625-0075	0075	07/699,161	12/31/1992	5479081	12/26/1995	Granted	PLEATED SHEET MICROELECTROMECHANICAL TRANSDUCER
066625-0078	0078	07/787,938	11/5/1991	5237434	8/17/1993	Granted	MICROELECTRONIC MODULE HAVING OPTICAL AND ELECTRICAL INTERCONNECTS
066625-0079	0079	08/439,591	5/12/1995	5615825	4/1/1997	Granted	FLUORINATED FLUXLESS SOLDERING
066625-0080	0080	08/629,429	9/15/1997	6013381	1/11/2000	Granted	FLUORINATED FLUXLESS SOLDERING
066625-0081	0081	07/692,528	12/17/1992	5290400	3/1/1994	Granted	FABRICATION METHOD FOR MICROELECTROMECHANICAL TRANSDUCER
066625-0082	0082	07/619,183	11/27/1990	5206557	4/27/1993	Granted	MICROELECTROMECHANICAL TRANSDUCER AND FABRICATION METHOD
066625-0084	0084	08/692,502	8/5/1998	6025787	2/15/2000	Granted	ENCAPSULATED MICRO-RELAY MODULES AND METHODS OF FABRICATING SAME
066625-0085	0085	08/724,910	10/2/1998	5992729	11/30/1999	Granted	TACKLING PROCESSES AND SYSTEMS FOR SOLDERING
066625-0086	0086	09/345,722	6/30/1999	6229683	5/8/2001	Granted	HIGH VOLTAGE MICROMACHINED ELECTROSTATIC SWITCH
066625-0087	0087	09/654,446	9/1/2000	6485273	11/28/2002	Granted	DISTRIBUTED MEMS ELECTROSTATIC PUMPING DEVICES
066625-0088	0088	09/345,300	6/30/1999	6057520	5/2/2000	Granted	ARC RESISTANT HIGH VOLTAGE MICROMACHINED ELECTROSTATIC SWITCH
066625-0090	0090	08/640,000	9/29/1997	5990472	11/23/1999	Granted	MICROELECTRONIC RADIATION DETECTORS FOR DETECTING AND EMITTING RADIATION SIGNALS
066625-0049	0097	10/139,527	5/6/2002	6731492	5/4/2004	Granted	OVERDRIVE STRUCTURES FOR FLEXIBLE ELECTROSTATIC SWITCH
066625-0050	0099	10/053,439	1/16/2002	6700309	3/2/2004	Granted	MINIATURE ELECTRICAL RELAYS USING A PIEZOELECTRIC THIN FILM AS AN ACTUATING ELEMENT
066625-0043	0127	10/834,224	4/29/2004			Pending	THROUGH-VIA VERTICAL INTERCONNECTS, THROUGH-VIA HEAT SINKS AND ASSOCIATED FABRICATION METHODS
066625-0131	0131	60/664,571	4/23/2004			Pending	HIGHER OPERATING VOLTAGES FOR FLEXIBLE FILM ACTUATORS
066625-0132	0132	60/564,573	4/23/2004			Pending	FLOW CONTROL FOR HIGHER OPERATING PRESSURES
066625-0133	0133	60/564,594	4/23/2004			Pending	IMPROVED RELEASING STRUCTURES
066625-0134	0134	60/564,580	4/23/2004			Pending	ELECTROSTATIC VALVE WITH NON-WETTING LAYER
066625-0135	0135	60/564,572	4/23/2004			Pending	STRONG AND FLEXIBLE VALVE CLOSING FOR FLEXIBLE ELECTROSTATIC FILM ACTUATOR
066625-0025	0136	10/849,204	5/20/2004			Pending	OPTICAL BURST SWITCH LOCAL AREA NETWORK COMPONENT ARCHITECTURE
066625-0017	0140	10/884,963	7/7/2004			Pending	THREE DIMENSIONAL MULTIMODE AND OPTICAL COUPLING DEVICE
066625-0142	0142	60/574,588	5/27/2004			Pending	UNIFIED ARCHITECTURE FOR IMPLEMENTING JIT, JET & HORIZON

MWE/JWC

3/11/2005

## Patent Assignment - Schedule I

ADI

## MCNC FOREIGN APPLICATIONS STATUS REPORT

Client	Matter	Client Reference	Country	Title	Application No.	Filing Date	Patent No.	Issue Date	Status
066625	0032	SRT-377	JP	MICROELECTROMECHANICAL FLEXIBLE MEMBRANE ELECTROSTATIC VALVE DEVICE AND RELATED FABRICATION METHODS	2002-526683	9/14/2001			Published
066625	0033	SRT-377	CA	MICROELECTROMECHANICAL FLEXIBLE MEMBRANE ELECTROSTATIC VALVE DEVICE AND RELATED FABRICATION METHODS	2421934	9/14/2001			Pending
066625	0034	SRT-377	SG	MICROELECTROMECHANICAL FLEXIBLE MEMBRANE ELECTROSTATIC VALVE DEVICE AND RELATED FABRICATION METHODS	200301230-9	9/14/2001			Pending
066625	0035	SRT-384	JP	MODULATABLE REFLECTORS AND METHODS FOR USING SAME	2000-537092	3/18/1999			Published
066625	0037	SRT-387, 428, 435	CA	MICROMACHINED ELECTROSTATIC ACTUATOR WITH AIR GAP	2368129	5/19/2000			Pending
066625	0038	SRT-387, 428, 435	JP	MICROMACHINED ELECTROSTATIC ACTUATOR WITH AIR GAP	2001-500902	5/19/2000			Published
066625	0040	SRT-387, 428, 435	KR	MICROMACHINED ELECTROSTATIC ACTUATOR WITH AIR GAP	2001-7013885	5/19/2000			Pending
066625	0041	SRT-377	EP	MICROELECTROMECHANICAL FLEXIBLE MEMBRANE ELECTROSTATIC VALVE DEVICE AND RELATED FABRICATION METHODS	01970902.1	9/14/2001			Published
066625	0045	SRT-498 & SRT-560	WO	THROUGH-VIA VERTICAL INTERCONNECTS, THROUGH-VIA HEAT SINKS AND ASSOCIATED FABRICATION METHODS	US02/027013	8/23/2002			Published
066625	0047	SRT-354	JP	ARC RESISTANT HIGH VOLTAGE MICROMACHINED ELECTROSTATIC SWITCH	2001-508469	5/4/2000			Pending
066625	0048	SRT-337	JP	HIGH VOLTAGE MICROMACHINED ELECTROSTATIC SWITCH	2001-505585	6/23/2000			Published
066625	0072	SRT-387, 428, 435	SG	MICROMACHINED ELECTROSTATIC ACTUATOR WITH AIR GAP	200106157-1	5/19/2000	84111	7/8/2002	Granted
066625	0089	SRT-354	TW	ARC RESISTANT HIGH VOLTAGE MICROMACHINED ELECTROSTATIC SWITCH	89109155	5/12/2000	NI-138416	8/11/2001	Granted
066625	0091	SRT-016	CA	MICROELECTRONICS APPARATUS AND A METHOD OF INTERCONNECTING WIRING PLANES	519,088	9/25/1986	1250372	2/21/1989	Granted
066625	0092	SRT-021	CA	METHOD AND APPARATUS FOR EXPOSING PHOTORESIST BY USING	483,787	8/12/1985	1226075	8/25/1987	Granted
066625	0093	SRT-009	CA	APPARATUS FOR MOUNTING A SEMICONDUCTOR CHIP AND MAKING ELECTRICAL CONNECTIONS THERETO	519,089	9/25/1986	1250373	2/21/1989	Granted
066625	0094	DRT-4	JP	METHOD AND APPARATUS FOR HIGH PRECISION WEIGHTED RANDOM PATTERN GENERATION	5125391890	8/24/1990	3037408	2/25/2000	Granted
066625	0095	DRT-4	CA	METHOD AND APPARATUS FOR HIGH PRECISION WEIGHTED RANDOM PATTERN GENERATION	2065341	8/24/1990	2065341	5/26/1998	Granted
066625	0096	DRT-4	EP	METHOD AND APPARATUS FOR HIGH PRECISION WEIGHTED RANDOM PATTERN GENERATION	90913170.6	8/24/1990	0541537	7/27/1994	Granted
066625	0102	SRT-498 & SRT-560	JP	THROUGH-VIA VERTICAL INTERCONNECTS, THROUGH-VIA HEAT SINKS AND ASSOCIATED FABRICATION METHODS	2003-523001	8/23/2002			Pending

## Patent Assignment - Schedule 1

Client	Patent	Client Reference	Country	Title	Application No.	Filing Date	Patent No.	Issue Date	Status
066625	0103	SRT-496 & SRT-560	SG	THROUGH-VIA VERTICAL INTERCONNECTS, THROUGH-VIA HEAT SINKS AND ASSOCIATED FABRICATION METHODS	200400515-3	8/23/2002			Pending
066625	0105	SRT-496 & SRT-560	IN	THROUGH-VIA VERTICAL INTERCONNECTS, THROUGH-VIA HEAT SINKS AND ASSOCIATED FABRICATION METHODS	299DELNP04	8/23/2002			Pending
066625	0106	SRT-496 & SRT-560	KR	THROUGH-VIA VERTICAL INTERCONNECTS, THROUGH-VIA HEAT SINKS AND ASSOCIATED FABRICATION METHODS	10-04-7002596	8/23/2002			Published
066625	0137	SRT-489	WO	ELECTROMAGNETIC RADIATION DETECTORS HAVING A MICROELECTROMECHANICAL SHUTTER DEVICE	US04/16318	5/25/2004			Published
066625	0139	SRT-512, 553 & 571	WO	VISUAL DISPLAY WITH INCREASED FIELD OF VIEW	US04/14945	5/13/2004			Published
066625	0141	SRT-583-PCT	WO	OPTICAL BURST SWITCH LOCAL AREA NETWORK COMPONENT ARCHITECTURE	US04/15862	5/20/2004			Published
066625	0143	SRT-387, 428, 435	JP	MICROMACHINED ELECTROSTATIC ACTUATOR WITH AIR GAP	2004-128835	4/26/2004			Pending

COPY ONLY  
NOT FOR RECORDATION

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (this "Bill of Sale") is made effective as of January 1, 2003, by MCNC, a North Carolina nonprofit corporation (the "Assignor"), to MCNC Research and Development Institute, a North Carolina nonprofit corporation (the "Assignee").

The Assignee and the Assignor are parties to a Restructuring Agreement, dated as of January 1, 2003 (the "Agreement"), pursuant to which the Assignor has agreed to assign, transfer and convey to the Assignee, and the Assignee has agreed to acquire from the Assignor, the Transferred Assets (as defined below). This Bill of Sale is entered into pursuant to Section 5.2(b)(i) of the Agreement. Capitalized terms used but not defined herein will have the meanings for such terms that are set forth in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, transfers and conveys to the Assignee, subject to the terms and conditions set forth in the Agreement and effective as of 12:01 a.m. (Durham, North Carolina time) on the effective date hereof, all of the Assignor's right, title and interest in and to all of the operations and assets of the Assignor, tangible or intangible, relating to the EDG Divisions and all of the operations and assets of the Assignor, tangible or intangible, relating to the Corporate/Administrative Divisions (all of the foregoing, collectively, the "Transferred Assets"), including the following assets of the Assignor, in each case to the extent (and only to the extent) relating to the EDG Divisions and/or the Corporate/Administrative Divisions:

(a) All machinery, equipment, parts, tools, fixtures, furniture, office equipment, computer hardware, supplies, motor vehicles and other items of tangible personal property, including all of the foregoing listed on Schedule 3.1(a) to the Agreement;

(b) All trade and other accounts and/or notes receivable, including the benefit of all collateral, security, guaranties and similar undertakings received or held in connection therewith and any claim, remedy or other right related thereto, including all of the foregoing listed on Schedule 3.1(b) to the Agreement;

(c) All inventories wherever located, including raw materials, goods consigned to vendors or subcontractors, works in process, finished goods, spare parts, goods in transit, products under research and development, demonstration equipment and inventory on consignment, including all of the foregoing listed on Schedule 3.1(c) to the Agreement;

(d) All real property, buildings, structures and other improvements thereon (including all easements, rights-of-way, water rights, tenements, hereditaments, appurtenances, fixtures and other real property rights pertaining thereto);

(e) All leases and subleases of real property, together with any options to purchase the underlying property and leasehold improvements thereon, and in each case all other rights, subleases, licenses, permits, deposits and profits appurtenant to or related to such leases and subleases;

(r) All rights to causes of action, lawsuits, judgments, claims and demands of any nature and all counterclaims, rights of setoff, rights of indemnification and affirmative defenses to any claims that may be brought against the Assignor by third parties, in each case to the extent (and only to the extent) that they relate to the Excluded Assets or Excluded Liabilities.

(s) All rights under any Transaction Document.

(t) The lease agreement between the Assignor and TUCASI dated as of April 26, 1982 and those assets, if any, listed on Schedule 3.3(g) to the Agreement.

The Assignor agrees to furnish upon request to the Assignee such further information, to execute and deliver to the Assignee such other documents, and to do such other acts and things (including the execution and delivery of such further instruments or documents as may be necessary or convenient to transfer and convey any Transferred Asset to the Assignee), all as the Assignee may reasonably request for the purpose of carrying out the intent of this Bill of Sale.

BY ITS ACCEPTANCE OF THIS BILL OF SALE, THE ASSIGNEE ACKNOWLEDGES AND AGREES THAT THE ASSIGNOR HAS NOT MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OR MERCHANTABILITY OF THE TRANSFERRED ASSETS OR THE FITNESS OF THE TRANSFERRED ASSETS FOR ANY PARTICULAR PURPOSE, IT BEING THE INTENTION AND AGREEMENT OF THE ASSIGNOR AND THE ASSIGNEE THAT THE TRANSFERRED ASSETS ARE BEING ACQUIRED BY THE ASSIGNEE ON AN "AS IS, WHERE IS WITH ALL FAULTS" BASIS IN THEIR PRESENT CONDITION AND THAT ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED AND THAT THE ASSIGNEE WILL, AND DOES HEREBY, SUBJECT TO (AND WITHOUT AFFECTING) THE TERMS OF SECTION 6.2 AND ARTICLE VII OF THE AGREEMENT, RELEASE THE ASSIGNOR FROM ANY CLAIM (WHETHER STATUTORY, COMMON LAW OR OTHERWISE) RELATING TO THE CONDITION, MAINTENANCE, OPERATION, PROFITABILITY, MARKETABILITY OR LEGAL COMPLIANCE OF ANY OF THE TRANSFERRED ASSETS; PROVIDED, HOWEVER, THAT THE FOREGOING WILL APPLY BETWEEN THE ASSIGNOR AND THE ASSIGNEE ONLY AND WILL NOT LIMIT ANY RIGHTS UNDER WARRANTIES AND GUARANTIES OF THIRD PARTIES IN RESPECT TO THE TRANSFERRED ASSETS.

This Bill of Sale will be governed by the laws of the State of North Carolina without giving effect to any choice or conflict of law principles of any jurisdiction. This Bill of Sale will be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns. This Bill of Sale may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.

[The next page is the signature page]

*[Signature Page to Bill of Sale and Assignment]*

The Assignor has executed and delivered this Bill of Sale effective as of the date first above written.

MCNC

By: 

David P. Rizzo, President

ACCEPTED AND AGREED TO:

MCNC RESEARCH AND DEVELOPMENT  
INSTITUTE

By: 

William M. Moore, Jr., Chairman

**Schedule 3.1(g)**

**Intellectual Property**

**See attached**

**MCNC INTELLECTUAL PROPERTY**  
**Schedule 3.1(g)**

**I. A. Patents and Pending Applications Assigned to MCNC as Sole Owner.**

*(Including Expired Patents (those reaching their full term (i.e. 17 years) or where maintenance fees were not paid).*

US Patent No.	Issue Date	Description	Assignee	Status/Notes
4,576,884	18-Mar-86	Method and Apparatus for Exposing Photoresist	MCNC	Expired: 23-Mar-94** (Not on KCLH List)
4,667,404	26-May-87	Method of Interconnecting Wiring Planes	MCNC	Expired: 26-May-99**
4,738,761	19-Apr-88	Shared Current Loop, Multiple Field Apparatus and Process for Plasma Processing	MCNC	Expired: 19-Apr-00**
4,764,644	16-Aug-88	Microelectronics Apparatus	MCNC	Expired: 16-Aug-00**
4,774,630	27-Sep-88	Apparatus for Mounting a Semiconductor Chip and Making Electrical Connections Thereto	MCNC	Expired: 02-Oct-96** (Not on KCLH List)
4,816,616	28-Mar-89	Structure and Method for Isolated Voltage Referenced Transmission Lines	MCNC	Expired: 28-Mar-93**
4,821,224	11-Apr-89	Method and Apparatus for Processing Multi-Dimensional Data to Obtain a Fourier Transform	MCNC	Expired: 11-Apr-93** (Not on KCLH List)
4,826,754	02-May-89	Method for Anisotropically Hardening a Protective Coating for Integrated Circuit Manufacture	MCNC	Expired: 02-May-93** (Not on KCLH List)
4,896,059	23-Jan-90	Circuit to Perform Variable Threshold Logic	MCNC	Expired: 23-Jan-94** (Not on KCLH List)
4,921,157	01-May-90	Fluxless Soldering Process	MCNC	Expires: 15-Mar-09
4,950,623	21-Aug-90	Method of Building Solder Bumps	MCNC	Expired: 21-Aug-98** (Not on KCLH List)

\*Not Prosecuted by A&B

\*\*Expired - Failure to Pay Maintenance



US Patent No.	Issue Date	Description	Assignee	Status/Notes
5,001,082	19-Mar-91	Self-Aligned Salicide Process for Forming Semiconductor Devices and Devices Formed Thereby	MCNC	Expired: 22-Mar-95** (Not on KCLH List)
5,001,594	19-Mar-91	Electrostatic Handling Device for a Wafer	MCNC	Expired: 22-Mar-95** (Not on KCLH List)
5,037,775	06-Aug-91	Method for Selectively Depositing Single Elemental Semiconductor Material on Substrates, Reacting Vapor Phase Reducible Compound With Reducing Agent	MCNC	Expired: 06-Aug-99**
5,039,625	13-Aug-91	Maximum Areal Density Recessed Oxide Isolation (MADROX) Process, Low Temperature	MCNC	Expired: 16-Aug-95** (Not on KCLH List)
5,045,166	03-Sep-91	Magnetron Method and Apparatus for Producing High Density Ionic Gas Discharge; Remote Plasma Source, Transportation of Plasma to Reaction Chamber, Semiconductor Treatment	MCNC	Expired: 06-Sep-95** (Not on KCLH List)
5,051,786	24-Sep-91	Passivated Polycrystalline Semiconductors Quantum Well/Superlattice Structures Fabricated Thereof; Multilayer Barriers for Passivated Semiconductors of Silicon Dioxide, Phosphorous, Phosphorous Oxide and Silicon Germanium Oxide	MCNC	Expired: 27-Aug-95** (Not on KCLH List)
5,064,748	12-Nov-91	Method for Anisotropically Hardening a Protective Coating for Integrated Circuit Manufacture; With Well-Defined Edges, Photoresists	MCNC	Expired: 12-Nov-99**
5,098,494	24-Mar-92	Bonding of Ceramic Parts	MCNC	Expires: 23-May-09
5,112,439	12-May-92	Method for Selectively Depositing Material on Substrates	MCNC	Expires: 12-May-09
5,123,310	23-Jun-92	Socket for Turning Fastener Heads Having Deformed Head Surfaces	MCNC	Expired: 23-Jun-00**
5,145,303	08-Sep-92	Method and Apparatus for Reducing Particulate Contamination in Processing Chambers	MCNC	Expired: 11-Sep-96** (Not on KCLH List)
5,147,520	15-Sep-92	Apparatus and Method for Controlling Processing Uniformity in a Magnetron; for Uniform Rate Plasma Processing of Semiconductor Substrates	MCNC	Expired: 18-Aug-96** (Not on KCLH List)
5,179,316	12-Jan-93	Electroluminescent Display With Space Charge Removal	MCNC	Expired: 12-Jan-01**

US Patent No.	Issue Date	Description	Assignee	Status/Notes
5,201,995	13-Apr-93	Alternating Cyclic Pressure Modulation Process for Selective Area Deposition; Creating a Vapor Phase Chemical Equilibrium System Capable of Deposition and Etching the Material Deposited	MCNC	Expired: 13-Apr-01**
5,206,557	27-Apr-93	Microelectromechanical Transducer and Fabrication Method	MCNC	Expires: 27-Nov-10
5,237,434	17-Aug-93	Microelectronic Module Having Optical and Electrical Interconnects	MCNC	Expires: 05-Nov-11
5,290,400	01-Mar-94	Fabrication Method for Microelectromechanical Transducer	MCNC	Expires: 01-Mar-11
5,407,121	18-Apr-95	Fluxless Soldering of Copper	MCNC	Expires: 19-Nov-13
5,412,537	02-May-95	Electrical Connector Including Variably Spaced Connector Contacts	MCNC	To Expire Per Client Instructions 16-Aug-02
5,434,464	18-Jul-95	Unidirectional Supporting Structure for Microelectromechanical Transducers	MCNC	Expires: 23-May-14
5,459,013	17-Oct-95	Image Reversal Method for Repairing Defective Areas on Microelectronic Substrates	MCNC	Expired: 17-Oct-99**
5,499,754	19-Mar-96	Fluxless Soldering Sample Pretreating System	MCNC	Expires: 19-Nov-13
5,536,959	16-Jul-96	Self-Aligned Charge Screen (SACS) Field Effect Transistors and Methods	MCNC	Expired: 16-Jul-00**
5,615,825	01-Apr-97	Fluorinated Fluxless Soldering	MCNC	Expires: 12-May-15
5,740,258	14-Apr-98	Active Noise Suppressors and Methods for use in the Ear Canal	MCNC	Expires: 05-Jun-15
5,990,472	23-Nov-99	Microelectronic Radiation Detectors for Detecting and Emitting Radiation Signals	MCNC	Expires: 29-Sep-17
5,992,729	30-Nov-99	Tacking Processes and Systems for Soldering	MCNC	Expires: 02-Oct-16
6,013,381	11-Jan-00	Fluorinated Fluxless Soldering	MCNC	Expires: 12-May-15
6,025,767	15-Feb-00	Encapsulated Micro-Relay Modules and Methods of Fabricating Same	MCNC	Expires: 05-Aug-16
6,057,520	02-May-00	Arc Resistant High Voltage Micromachined Electrostatic Switch	MCNC	Expires: 30-Jun-19
6,137,623	24-Oct-00	Modulatable Reflectors and Methods for Using Same	MCNC	Expires: 17-Mar-18

US Patent No.	Issue Date	Description	Assessment	Status/Notes
6,222,279*	24-Mar-02	Solder Bump Fabrication Methods and Structures Including a Titanium Barrier Layer	MCNC	Expires: 20-Mar-15
6,229,683	24-Oct-00	High Voltage Micromachined Electrostatic Switch	MCNC	Expires: 30-Jun-19
6,233,088	15-May-01	Methods for Modulating a Radiation Signal	MCNC	Expires: 16-Apr-02
6,236,491	22-May-01	Micromachined Electrostatic Actuator with Air Gap	MCNC	Expires: 27-May-19
6,359,374	28-May-02	Electrostatically Actuated Electromagnetic Radiation Shutter	MCNC	Expires: 23-Nov-19
6,373,682	21-May-02	Close-Loop Cold Cathode Current Regulator	MCNC	Expires: 15-Dec-19
6,377,438	23-Apr-02	Hybrid Microelectromechanical System Tunable Capacitor and Associated Fabrication Methods	MCNC	Expires: 23-Oct-20
6,392,355	15-Apr-02	Electrostatically Controlled Variable Capacitor	MCNC	Expires: 25-Apr-20
6,396,620	18-Mar-02	Miniature Electrical Relays Using a Piezoelectric Thin Film as an Actuating Element	MCNC	Expires: 30-Oct-20
6,456,420	24-Sep-02	Microelectromechanical Elevating Structures	MCNC	Expires: 27-Jul-20
6,492,781	10-Dec-02	Closed-Loop Cold Cathode Current Regulator	MCNC	Expires: 25-Apr-20
6,485,273	26-Nov-02	Distributed MEMS Electrostatic Pumping Devices	MCNC	Expires: 01-Sep-20
6,520,649	18-Feb-03	Image Projection Device and Associated Method	MCNC	Expires: 07-Jan-22

B. Pending U.S. Applications Assigned to MCNC as Sole Owner.

US App. Serial No.	Pending Date	Description	Assignee	Status
09/570,628	15-May-00	Method for Fabricating a Microelectromechanical Bearing	MCNC	Allowed 12/4/02; Issue Fee Due 3/4/03
09/661,997	14-Sep-00	Microelectromechanical Flexible Membrane Electrostatic Valve Device and Related Fabrication Methods	MCNC	RCE Application and Amendment in response to 8/29/02 Final Rejection Filed 1/29/03; Application pending.
09/689,557	12-Oct-00	Scanning Apparatus and Associated Methods	MCNC	Application pending.
09/726,155	29-Nov-00	Gigabyte Memory Module System	MCNC	Application pending.
09/826,548	04-Apr-01	Tunable Microwave Component Using Composite Dielectrics with Both Ferroelectric and Ferromagnetic Properties	MCNC	Application pending.
09/834,825	13-Apr-01	Micromachined Chopper Device for Infrared Detectors	MCNC	Application pending.
09/842,834	26-Apr-01	An Electro-Magnetic Field Sensor	MCNC	Application pending.
09/878,824	11-Jun-01	Intrusion Tolerant Server System	MCNC	Application pending.
10/044,316	11-Jan-02	User-Executable Method for Complex Model Data Analysis and Associated System, Computer Device, and Computer Software Program Product	MCNC	Application pending.
10/045,356	23-Oct-01	High Sensitivity Polarized Light Discriminator Device	MCNC	Issue Fee/Publication Fee Pd. 1/29/03; Awaiting Issue Notification
10/053,439	16-Jan-02	Miniature Electrical Relays Using a Piezoelectric Thin Film as an Actuating Element and Methods of Fabricating Same	MCNC	Application pending.
10/139,527	06-May-02	Overdrive Structure for Flexible Electrostatic Switch	MCNC	Application pending.
10/160,992	31-May-02	Eucentric Goniometer Microscope Device for Optical Measurements	MCNC	Application pending.
10/166,921	11-Jun-02	Intrusion Tolerant Communication Networks and Associated Methods	MCNC	Application pending.
10/170,714	12-Jun-02	Multi-Layer Flexible Circuit with Embedded Optic	MCNC	Application pending.
10/185,338	28-Jun-02	Tunneling Transistor	MCNC	Application pending.

USADP Serial No.	Filing Date	Description	Assignee	Status
10/184,345	27-Jun-02	Electrostatic Color Display	MCNC	Application pending.
10/227,089	23-Aug-02	Through-Via Vertical Interconnects, Through-Via Heat Sinks and Associated Fabrication Methods	MCNC	Application pending.
10/268,424	10-Oct-02	Optical-Inclusive dWDM Local Area Network	MCNC	Application pending.
10/334,985	31-Dec-02	Design for Dielectric and Metallic Plurality of Elements	MCNC	Application pending.

## II. Patents and Applications Jointly Owned by MCNC

US Patent No.	Issue Date	Description	Joint Owner	Notes
4,690,901*	01-Sep-87	Silver Methenamine Staining Method	UNCC	Expires: 01-Sep-04
4,897,287	30-Jan-90	Metallization Process for an Integrated Circuit	BOC	Expired: 30-Jan-94
5,114,827	19-May-92	Photoresists resistant to Oxygen Plasmas	UNCC	Expired: 19-May-00
5,043,988	27-Aug-91	Method and Apparatus for High Precision Weighted Random Pattern Generation	Northern Telecom	Expires 25-Aug-09
5,325,265	28-Jun-94	High Performance Integrated Circuit Chip Package	IBM	Expired: 28-Jun-02
5,449,642*	12-Sep-95	Method of Forming Metal-Disilicide Layers and Contacts	Duke University	Expires: 14-Apr-14
5,479,061	26-Dec-95	Pleated Sheet Microelectromechanical Transducer	UNCC	Expires: 31-Dec-12
5,638,469	10-Jun-97	Microelectronic Module Having Optical and Electrical Interconnects	UNCC	Expires: 10-Jun-14
5,923,796	13-Jul-99	Microelectronic Module Having Optical and Electrical Interconnects	UNCC	Expires: 05-Nov-11
6,124,663*	26-Sep-00	Fiber Optic Connector Having a Microelectromechanical Positioning Apparatus and an Associated Fabrication Method	Boeing	Expires: 16-Dec-16
6,271,150*	7-Aug-01	Methods of Raising Reflow Temperature of Glass Alloys by Thermal Treatment in Steam, and Microelectronic Structures Formed Thereby	NC State	Expires: 30-Nov-18

**COPY ONLY  
NOT FOR RECORDATION**

**ASSIGNMENT**

THIS ASSIGNMENT, made by us, Fengmin Gong, citizen of the United States of America, residing at Durham, North Carolina; Chandru Sargor, citizen of the United States of America, residing at Sunnyvale, California; and Feiyi Wang, citizen of China, residing at Raleigh, North Carolina, respectively;

WITNESSETH: That,

WHEREAS, we are the joint inventors of certain new and useful improvements for which an application for United States Letters Patent has been filed in the United States Patent and Trademark Office on June 11, 2001, under Application No. 09/878,824, and

WHEREAS, MCNC, a non-profit North Carolina corporation having a principal place of business at Research Triangle Park, County of Durham, State of North Carolina, hereinafter referred to as assignee, is desirous of acquiring the entire right, title, and interest in and to said invention as described in said application, and in and to any and all Letters Patent which shall be granted therefor in the United States of America and all foreign countries;

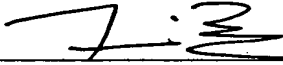
NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have sold and by these presents do hereby sell, assign, transfer, and convey unto the said assignee, its successors and assigns, the entire right, title, and interest in and to the said invention and application, and in and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America and all foreign countries or reissues, reexaminations, or extensions thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with the right to claim the priority of said application in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by said assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made.


We hereby request that said Letters Patent be issued in accordance with this assignment.

We further covenant and agree that, at the time of the execution and delivery of these presents, we possess full title to the invention and application above-mentioned, and that we have the unencumbered right and authority to make this assignment.

We further covenant and agree to bind our heirs, legal representatives, and assigns promptly to communicate to said assignee or its representatives any facts known to us relating to said invention, to testify in any interference or legal proceedings involving said invention, to execute any additional papers which may be requested to confirm the right of the assignee, its representatives, successors, or assigns to secure patent or similar protection for the said invention in all countries and to vest in the assignee complete title to the said invention and Letters Patent, without further compensation, but at the expense of said assignee, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 27<sup>th</sup>  
day of JUNE, 2001.

  
\_\_\_\_\_(SEAL)  
Fengmin Gong

  
\_\_\_\_\_(SEAL)  
Chandru Sargor  
CHANDRAMOULI SARGOR

  
\_\_\_\_\_(SEAL)  
Peiyi Wang  
07/06/2001



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

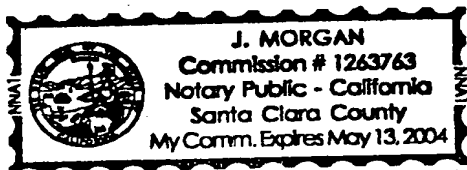
STATE OF CALIFORNIA

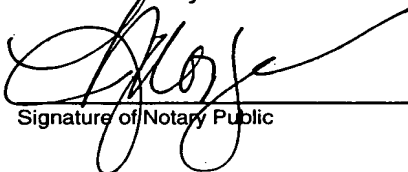
COUNTY OF SANTA CLARA

On July 3, 2001, before me, J. Morgan, Notary Public, personally appeared Fengmin Gong,

☐ personally known to me -or- ☒ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



  
\_\_\_\_\_  
Signature of Notary Public

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Mateo

} ss.

On June 27 2001, before me, Adriana M Botto Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

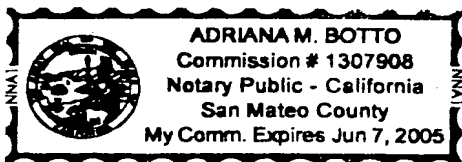
Chandru Sargor

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Adriana M Botto

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document:

Assignment

Document Date:

June 27, 2001

Number of Pages:

4 pages (four)

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

☐ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby  
certify that Fengmin Gong personally appeared before me this day and acknowledged the due  
execution of the foregoing instrument.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2001.

(Official Seal)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby  
certify that Chandru Sargor personally appeared before me this day and acknowledged the due  
execution of the foregoing instrument.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2001.

(Official Seal)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF North Carolina )

COUNTY OF Wake )

I, Samantha Mitchell, a Notary Public for said County and State, do hereby certify that Feiyi Wang personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the \_\_\_\_\_ day of July, 2001.

(Official Seal)

Samantha Mitchell  
Notary Public

My commission expires: 12-05-05

CLT01/4477633v1

**This Page is Inserted by IFW Indexing and Scanning  
Operations and is not part of the Official Record**

**BEST AVAILABLE IMAGES**

Defective images within this document are accurate representations of the original documents submitted by the applicant.

Defects in the images include but are not limited to the items checked:

☒ **BLACK BORDERS**

☐ **IMAGE CUT OFF AT TOP, BOTTOM OR SIDES**

☒ **FADED TEXT OR DRAWING**

☒ **BLURRED OR ILLEGIBLE TEXT OR DRAWING**

☐ **SKEWED/SLANTED IMAGES**

☐ **COLOR OR BLACK AND WHITE PHOTOGRAPHS**

☐ **GRAY SCALE DOCUMENTS**

☐ **LINES OR MARKS ON ORIGINAL DOCUMENT**

☐ **REFERENCE(S) OR EXHIBIT(S) SUBMITTED ARE POOR QUALITY**

☐ **OTHER:** \_\_\_\_\_

**IMAGES ARE BEST AVAILABLE COPY.**

**As rescanning these documents will not correct the image problems checked, please do not report these problems to the IFW Image Problem Mailbox.**